

# Blockbax

## Terms of Use

If at any time regarding the Service (as defined below), an executed Master Subscription Agreement (“**MSA**”) exists between Blockbax or a Blockbax authorized reseller and the legal entity on whose behalf you’re accessing the Service the terms of that agreement shall supersede these Terms of Use in its entirety, except that section Privacy and Security shall continue to govern the use of data submitted by you during the registration process for the Services.

By using the Service, you signify and agree to be bound by these Terms of Use, unless an executed agreement already exists as stated above.

These Terms of Use contain the terms and conditions that govern your access to and use of the Service (as defined below), and is an agreement between Blockbax B.V., having its statutory seat in Rotterdam, The Netherlands, registered address at Delftsestraat 17D, 3013AC Rotterdam and with the trade register of Netherlands under number 70370346; (“**Blockbax,**” “**we,**” “**us,**” or “**our**”) and you or the entity you represent (“**you**”) together hereafter referred to as Parties or individually as Party. If you are entering into these Terms of Use on behalf of a company or other legal entity you represent that you have the authority to bind such entity to these Terms of Use, in which case the terms “you” shall refer to such entity.

Capitalized terms not otherwise defined in the Agreement shall have the respective meanings assigned to them in the section Definitions.

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## **1. Subscription Authorizations and Scope of Use**

1.1. Subject to the terms of this Agreement and the applicable Policies, Blockbax authorizes you to access and use the Service and Documentation solely for your internal business use, by and through Authorized Users. This Subscription Authorization is limited, nonexclusive and nontransferable, unless Parties agreed in writing otherwise.

## **2. Warranty and Limitation of Liability**

2.1. Each Party represents, warrants and covenants that it will comply with all Applicable Laws and regulations in connection with this Agreement.

2.2. To the fullest extent permitted by Applicable Law: (a) in no event shall either Party, its Affiliates or their employees, contractors, agents, officers or directors be liable for any Indirect Damages; and (b) in no event shall either Party's cumulative and aggregate liability under this Agreement for Direct Damages exceed the fees paid to Blockbax by a Customer Entity under the applicable Order(s), including prior Orders for the same Service, in the 12 months preceding the event giving rise to the liability. The exclusions and limitations in this section apply whether the alleged liability is based on contract, tort, negligence, or any other basis, even if the non-breaching Party has been advised of the possibility of such damage.

2.3. The exclusions and limitations in this section shall not apply to a Party's indemnification obligations under the Agreement, Loss arising out of a Party's failure to comply with its confidentiality obligations under the Terms of Use.

## **3. Disclaimers**

3.1. The Service, Support and all other items made available by Blockbax are provided on an “AS IS” and “AS AVAILABLE” basis without warranties of any kind, either express or implied. Blockbax assumes no liability or responsibility for any (a) errors, mistakes or inaccuracies of Customer Data or information posted, transmitted or otherwise made available through the Service, (b) personal injury or property damage, of any nature whatsoever, resulting from use of the Service or Support, (c) any interruption or cessation of transmission to or from the Service, or (d) the defamatory, offensive or illegal conduct of any third party not under Blockbax’ control.

3.2. Neither Party makes any warranty or guaranty of any kind, whether express, implied, statutory, or otherwise, and each Party specifically disclaims all warranties, whether implied, express, or statutory, including any implied warranty of title, merchantability, fitness for a particular purpose, or non-infringement, to the maximum extent permitted by Applicable Law.

#### **4. Blockbax Library, Non-Blockbax Services and Material**

4.1. You may access the Blockbax API, as well as certain client applications and agents developed and made available by Blockbax from time to time (“**Blockbax Library**”) to support access and use of the Service.

4.2. If you elect to use the Blockbax Library, you acknowledge and agree that: (a) it is only made available to support access and use of the Service; (b) Blockbax has no liability with respect to any other use of such Blockbax Library; and (c) you are responsible for complying with the applicable license(s) for such Blockbax Library. To the extent any such applicable license requires that Blockbax provides you the right to use any open source software in Blockbax Library that is inconsistent with rights granted in this Agreement, then the rights in the applicable open source license shall take precedence over the rights and restrictions granted in this Agreement, but solely with respect to such open source software.

4.3. The Service supports integrations and other connections to certain Non-Blockbax Services. If an Authorized User chooses to use a Non-Blockbax Service with the Service, in doing so, you hereby grant to Blockbax permission to interoperate with the Non-Blockbax Service.

Your acquisition and use of Non-Blockbax Services is governed solely by the terms of the relationship between you and the provider of the Non-Blockbax Services.

4.4. Although you may be able to connect to or otherwise access Non-Blockbax Services or other Non-Blockbax Material through the Site or Service, you acknowledge and agree that: (a) Blockbax does not control and is not responsible for any Non-Blockbax Material; (b) Blockbax has no liability with respect to any use of Non-Blockbax Material; and (c) you are responsible for complying with Blockbax' Policies and with any licenses and other terms applicable to the Non-Blockbax Material. Any changes to Non-Blockbax Material, including their availability or unavailability, does not affect your obligations under this Agreement.

## **5. Use of Customer Data**

5.1. For the purposes of Blockbax and its Affiliates and third-party Providers providing and supporting the Service for your benefit, you hereby grant Blockbax a worldwide, non-exclusive, royalty-free right and license to use, reproduce, transmit, perform, display and store Customer Data. Subject to the confidentiality obligations under the Agreement, you agree Blockbax may additionally use Customer Data: (a) to maintain, evaluate, develop and improve its products and services; and (b) in aggregate form only, not attributable to you, for research and marketing purposes. The Privacy Policy does not apply to Customer Data.

## **6. Privacy and Security**

6.1. User Personal Data is required by Blockbax to provide and support the Service, for example, to authenticate Authorized Users and to respond to requests for Support. You shall ensure that all User Personal Data is accurate and correct at all times. Blockbax shall only use User Personal Data in accordance with the Privacy Policy and Applicable Law. Except for limited User Personal Data, you acknowledge the Service is not intended for use by you or any Authorized User to transfer, process, use or store information relating to an identified or identifiable natural person, and you agree to not use the Service for such purpose.

6.2. Without limiting the foregoing, you represent and agree that that you shall not include in Customer Data any sensitive personal data as

defined in the “**GDPR**” (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016).

6.3. Security. Blockbax shall maintain an industry-standard information security program, including physical and technical security policies and procedures, with respect to Customer Data and User Personal Data. The program shall include measures: (a) to protect Customer Data and User Personal Data from accidental loss and from unauthorized access, use, alteration or disclosure; and (b) which provide a level of security appropriate to the nature of the data and the risk represented by its transfer, processing, use and storage.

## **7. Requirements and Restrictions**

7.1. You shall be solely responsible for providing, installing and maintaining at your own expense all equipment, facilities and services necessary to enable Authorized Users' access and use of the Service.

7.2. You shall be strictly responsible for the performance of your Affiliates and their personnel (including employees and contractors) and Authorized Users, and their use of the Service and Support, in compliance with this Agreement. Without limiting the foregoing, you represent and agree that: (a) you have all rights in the User Personal Data and Customer Data (including without limitation having provided all notices and received all consents and authorizations) required for the Parties to perform their respective obligations and exercise their respective rights in connection with this Agreement; and (b) you shall be solely responsible for ensuring that the use of User Personal Data and Customer Data that Authorized Users post, send or otherwise make available using the Service complies with the Policies, all Applicable Laws, and any other legal or contractual restrictions relating to User Personal Data or Customer Data.

7.3. You shall use commercially reasonable efforts to prevent unauthorized access or use of the Service, and shall contact Blockbax promptly if: (a) User Personal Data related to the Service, or any associated password, is lost, stolen or disclosed to an unauthorized person; or (b) you reasonably believe the Service has otherwise been compromised.

7.4. No provision of this Agreement includes the right to, and you shall not, directly or indirectly: (a) enable any person or entity other than

Authorized Users to access and use the Service; (b) modify or create any derivative work based upon the Service; (c) engage in, permit or suffer to continue any copying or distribution of the Service; (d) reverse engineer, disassemble or decompile all or any portion of, or attempt to discover or recreate the source code for, any software that is part of the Service (except to the extent such restriction is limited under Applicable Law); (e) access the Service in order to build a competitive solution or to assist any third party to build a competitive solution; (f) remove, obscure or alter any proprietary notice related to the Service; or (g) use or permit others to use the Service other than as described in this Agreement, the Policies and Documentation, or for any unlawful purpose. In the event Blockbax believes that you are violating any of the terms set forth in this section, in addition to any other remedies available by law or in equity (including termination pursuant to the Agreement), Blockbax will have the right to suspend your (or any Authorized User's) access to and use of the Service for so long as is reasonably necessary to address such potential violation. Blockbax shall notify you of any such suspension by email and in advance (except in urgent or emergency situations), and work with you in good faith to resolve the potential violation.

7.5. Each Party hereby represents and warrants to the other that the representing Party has the authority to enter into and perform this Agreement, and such Party's entering into this Agreement, and performance of its obligations and exercise of its rights under this Agreement, do not and will not violate any Applicable Laws.

## **8. Proprietary Rights**

8.1. Subject only to the limited rights expressly granted in this Agreement, as between you and Blockbax, you will retain all right, title and interest in and to the Customer Data and Personal User Data and all intellectual property rights therein.

8.2. You may provide Blockbax with bug reports, suggestions or other feedback related to the Service (collectively, **"Feedback"**). By submitting any such feedback, you hereby assign to Blockbax all right, title and interest in and to such feedback together with all intellectual property rights therein.

8.3. The Service, together with all know-how, processes, methodologies, specifications, designs, inventions, functionality,

graphics, user interfaces, techniques, methods, applications, libraries, documentation or other technology and materials of any kind, or any enhancement thereto, used or made available by Blockbax to you or any Authorized User in connection with the Service and Support, constitute or otherwise involve valuable intellectual property rights of Blockbax and all right, title and interest in and to the foregoing will, as between the Parties, be owned by Blockbax. No title to or ownership of the Service, or any intellectual property rights associated therewith, is transferred under this Agreement and Blockbax reserves all rights not otherwise expressly granted herein.

8.4. Blockbax may use your company name and logo to identify you as a customer on the Site, on publicly available customer lists, and in media releases during the term of the Agreement.

## **9. Confidentiality**

9.1. As used in this Agreement, **“Confidential Information”** means any information disclosed by one Party, its Affiliates, business partners or their respective employees, contractors or agents (the **“Discloser”**) that is designated as confidential, either orally or in writing, or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes without limitation: (a) information relating to the Discloser's or its Affiliates' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that the Discloser is obligated to keep confidential; (c) Customer Data; and (d) the terms of this Agreement. However, Confidential Information does not include any information that: (i) was known to the Party that receives any Confidential Information (the **“Recipient”**) prior to receiving the same from the Discloser in connection with this Agreement; (ii) is independently developed by the Recipient without reference to or use of the Discloser's Confidential Information; (iii) is acquired by the Recipient from another source without restriction as to use or disclosure; or (iv) is or becomes publicly available through no fault or action of the Recipient and without violation of this Agreement.

9.2. The Recipient shall protect Confidential Information of the Discloser against any unauthorized use or disclosure to the same extent that the Recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event shall use less

than a reasonable standard of care to protect such Confidential Information. The Recipient shall use any Confidential Information of the Discloser solely for the purposes for which it is provided by the Discloser. In the event of any breach or threatened breach by the Recipient of its obligations under this section, the Discloser will be entitled to seek injunctive and other equitable relief to enforce such obligations. These obligations of confidentiality shall survive expiration or termination of the Agreement.

## **10. Termination**

10.1. You agree that Blockbax may terminate the providing of any gratuitous Service at any time, for any reason and without prior notice. You agree that Blockbax shall not be liable to you and/or any third party for any modification, suspension, or termination of the Service.

10.2 Either Party may terminate the Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach (if capable of cure) remains uncured 30 days after the non-breaching Party provides the breaching Party written notice of such breach.

10.3. Upon termination: (a) all rights granted to you with respect to the Service and Support will terminate effective as of the effective date of termination; (b) Blockbax shall have no obligation to provide the Service to you or Authorized Users after the effective date of the termination.

## **11. Indemnification**

11.1. You agree to defend, indemnify and hold harmless Blockbax, its Affiliates and their employees, contractors, agents, officers and directors (collectively, "**Blockbax Indemnitees**"), from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including without limitation attorneys' fees) (collectively, "**Loss**") arising out of or related to any claim, suit, action or proceeding (each, an "**Action**") by a third party arising out of or relating to Customer Data or your (or an Authorized User's) use of the Service, breach of this Agreement or violation of Applicable Law.

11.2. Blockbax agrees to defend, indemnify and hold harmless you, your Affiliates and your respective employees, contractors, agents, officers and directors (collectively, "**Customer Indemnitees**"), from and

against any and all Loss arising out of or related to any Action by a third party alleging that use of the Service in accordance with this Agreement infringes such third party's patent or copyright, or misappropriates such third party's trade secrets (each, a **"Customer Infringement Claim"**). If the Service becomes, or in Blockbax' opinion is likely to become, the subject of a Customer Infringement Claim, Blockbax may in its discretion and at its own expense: (a) obtain for you the right to continue using the Service; (b) modify the Service so that it no longer infringes or misappropriates; or (c) terminate this Agreement and all Orders and issue a pro rata refund. Blockbax will have no liability for any Customer Infringement Claim to the extent it arises from: (i) your use of the Service in a manner inconsistent with its intended use under the Documentation; (ii) your breach of this Agreement; (iii) Customer Data; (iv) Non-Blockbax Material, including the combination of any Non-Blockbax Material with the Services; (v) Blockbax' compliance with your specifications or instructions; or (vi) your use of the Service after Blockbax notifies you to discontinue use due to an Customer Infringement Claim. The foregoing states Blockbax' entire liability and Customer's exclusive remedies for any claim of intellectual property rights infringement or misappropriation.

11.3. A Customer Indemnatee or Blockbax Indemnatee (each, an **"Indemnatee"**) seeking indemnification shall promptly notify the other Party (each, an **"Indemnifying Party"**), in writing of any Action for which it seeks indemnification pursuant to this section and cooperate with the Indemnifying Party at the Indemnifying Party's expense. The Indemnifying Party shall promptly take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the Indemnifying Party's expense. An Indemnatee may participate in and observe the proceedings at its own expense with counsel of its own choice. A Party's failure to perform any obligations under this section will not relieve the Indemnifying Party of its obligations under paragraph 1 and 2 of this section except to the extent that the Indemnifying Party can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnifying Party shall not settle an Action without the Indemnified Party's written consent if such settlement shall require action or payment by the Indemnified Party.

## **12. Modifications**

12.1. Blockbax may modify the Terms of Use at any time by posting a revised at <https://blockbax.com/legal/terms-of-use>, which modifications will become effective as of the first day of the calendar month following the month in which they were first posted. By using the Service after the date on which any modifications enter into effect, you agree to the latest version of this Agreement.

### **13. Miscellaneous**

13.1. Applicable law and forum. The Agreement shall be governed by Dutch law. Any disputes that cannot be settled amicably shall be referred to the competent court in Rotterdam.

13.2. Notices. You acknowledge and agree that Blockbax shall provide notices to you by email at the email-address on record in Blockbax's account information. You shall provide notices to Blockbax by email to [legal@blockbax.com](mailto:legal@blockbax.com), with a duplicate copy sent via registered mail, return receipt requested, to the following address: Blockbax, Delftsestraat 17D, 3013 AC Rotterdam, The Netherlands, or such other address as Blockbax may direct from time to time on the Site. You must specify in all such notices that the notice is being given under this Agreement. Emailed notices will be deemed given and received one business day after the email is sent.

13.3. Assignment. You may not assign any of your rights or obligations under this Agreement, whether by operation of law or otherwise, without Blockbax' prior written consent, and any purported assignment in violation of this section is void. This Agreement is binding upon and be to the benefit of the Parties hereto and their respective permitted successors and permitted assigns, directors, offices, employees, agents and legal representatives.

13.4. Subcontractors. In the ordinary course of its business, Blockbax is permitted to use third-party service providers (collectively, **"Providers"**) to generally support the provision of the Service and Support (i.e., not specifically for you).

13.5. Parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute a Party as an employee, agent, joint venture partner or servant of another.

13.6. Force Majeure. Blockbax shall have no liability to you, Authorized Users or third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including without limitation acts of God or nature, fires, floods, strikes, civil disturbances or terrorism or interruptions in power, communications, satellites, the Internet or any other network that are beyond its reasonable control.

## 14. Definitions

- **“Affiliate”** means, with respect to a Party, a business entity that directly or indirectly controls, is controlled by or is under common control with, such Party; “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect ownership of more than 50% of the voting securities of a business entity.
- **“Applicable Laws”** means any and all governmental laws, rules, regulations or orders that are applicable to a particular Party's performance under this Agreement.
- **“Authorized User”** means your Customer Entity's individual employee, agent or contractor or, who is authorized by the Customer Entity to access and use the Service pursuant to the terms of the applicable Order and this Agreement.
- **“Cookie Policy”** means Blockbax' Cookie Policy currently published at <https://blockbax.com/cookie-policy/>, as it may be updated from time to time.
- **“Customer Data”** means the data, content and other material that you and/or any Authorized User run on or through the Service, cause to interface with the Service, upload to the Service, or otherwise transfer, process, use or store in connection with the Service. Customer Data does not include User Personal Data.
- **“Direct Damages”** means any and all damages which are reasonably foreseeable at the time of the conclusion of the Agreement or at the time of the Service commenced, or other relevant event resulting in the damages incurred or to be incurred by or accrued with the relevant Party.
- **“Documentation”** means such technical and operations documentation as Blockbax may make available at <https://docs.blockbax.com/>, or such alternate or successor website as Blockbax may designate from time to time.
- **“Indirect Damages”** means any and all damages which are not

Direct Damages including (but not limited to) loss of profits, loss of turnover and loss of opportunity.

- **“MSA”** means Blockbax' Master Subscription Agreement currently published at <https://blockbax.com/legal/msa/> or Blockbax' Master Subscription Agreement for Resell Customers currently published at <https://blockbax.com/legal/reseller/msa/>, as they may be updated from time to time.
- **“Non-Blockbax Material”** means any third-party material identified in an Order, any publicly available client libraries written by third parties to support use of the Service and licensed on an open source basis, and Non-Blockbax Services. Although Blockbax facilitates, maintains, and contributes to a library of templates made available to support the use of the Service, the content of these templates should be considered part of this definition of Non-Blockbax Material.
- **“Non-Blockbax Services”** means systems, software and hosted services provided by you or by a third party to which the Service supports integrations or other connections.
- **“Order”** means (a) a separate online order for a Service completed and submitted by you through the Site and accepted by Blockbax, or (b) a separate written order for a Service pursuant to this Terms of Use executed by both Blockbax and a Customer Entity.
- **“Party or Parties”** means Blockbax and you individually or together;
- **“Policies”** means the [Privacy Policy](#), [Cookie Policy](#), [Acceptable Use Policy](#), and any other policy or terms referenced in, or incorporated into, this Agreement or an Order.
- **“Privacy Policy”** means Blockbax' Privacy Policy currently published at <https://blockbax.com/privacy-policy/>, as it may be updated from time to time.
- **“Service”** means the subscribed service offering(s) listed in the applicable Order, as such offering(s) are described at <https://blockbax.com/platform/>. The features and functionality of the Service may be modified, enhanced or otherwise changed from time to time, provided such change does not result in a material adverse change to the applicable Service (in its entirety) as it existed at the Effective Date.
- **“Site”** means <https://www.blockbax.com/>, or such alternate or successor website as Blockbax may designate from time to time.
- **“User Personal Data”** means identifying information relating to Authorized Users, such as name, user name, billing information and

email address, furnished by you or Authorized Users to Blockbax in connection with their access and use of the Service.

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*This Terms of Use was last updated on October 30, 2023.*